Item # 42

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Florida Communities Trust Grant: Jetta Point Property

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Craig Shadrix **EXT.** 7343

Agenda Date 12/09/2003 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Grant Contract between Seminole County and Florida Communities Trust for acquisition of the Jetta Point Property.

(District #2: Morris)

BACKGROUND:

Seminole County received a 2003 Florida Communities Trust (FCT) matching grant for acquisition of the Jetta Point Property as part of the Natural Lands Program. The attached grant provides for matching funds up to $2,000,000, requires the County to comply with State guidelines for acquisition, and requires submittal of a property management plan for FCT staff approval prior to funding authorization.

Staff recommends Board approval of the attached Grant Contract with the Florida Communities Trust.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:

File No. –cpdc07

L/pd/projects/bccagenda/community resources/2003 12-09/cpdc07

FCT Contract Number __-CT-_____
FLORIDA COMMUNITIES TRUST
03-055-FF3
JETTA POINT PROPERTY
CSFA# - 52002

GRANT CONTRACT

THIS AGREEMENT is entered into on _____, 200_, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and SEMINOLE COUNTY, local government of the State of Florida (Recipient). The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement provisions of Sections 259.105, 259.1051, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty- two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds are issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), describes the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department from the Florida Forever Trust Fund;

WHEREAS, the FCT Governing Board met on October 2 - 3, 2003, to score, rank, and select projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-7, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-7.009(1), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, Rule 9K-7.003(5) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of local match, provided that real property owned by the Recipient was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was June 10, 2003;

WHEREAS, the Recipient acquired the fee simple title to the entire Project Site on _____*(Insert date[s])*from _____ _____*(Insert Seller name[s])*;

WHEREAS, the Recipient has requested disbursement of FCT Florida Forever Bond proceeds from FCT subsequent to the closing on the acquisition of the Project Site for the project costs expended for the acquisition of the Project Site by the Recipient; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of approval that must be satisfied by Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its cost reimbursement with the Bond proceeds.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 11, 2003**. If Recipient requires more than one original document, the Recipient should photocopy the number of additional copies needed, and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute

the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. This Agreement between the parties sets forth the requirements and responsibilities for cost reimbursement and management of the Project Site, described in the application that was submitted and selected for funding by FCT (Application).

3. Approval for funding shall be until **April 3, 2004** (Expiration Date). In the event that the Project Plan described in Section V. below has not been approved by the Expiration Date, this Agreement shall be terminated. The FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension must be made in writing to FCT, fully explaining the reason for the delay and why the extension is necessary. If the Recipient does not request an extension, or if an extension is not granted to the Recipient by the FCT, the Florida Forever award granted to the Recipient shall terminate and all obligations hereunder shall cease.

4. This Agreement may be terminated before its Expiration Date at the written request of the Recipient. Such a request shall fully describe the circumstances that compel the Recipient to terminate the project. A request for termination should be mailed to the FCT at the address given in paragraph 1 above.

5. This Agreement may be terminated before its Expiration Date by the FCT if it is determined by the FCT that no significant progress is being made toward Project Plan approval, non-performance by the Recipient of the requirements listed or that other circumstances are present that would, in all likelihood, preclude or prevent the successful reimbursement for the acquisition costs for the Project Site within the established time frame. Prior to termination, notice of the proposed termination shall be mailed to the Recipient at the address given in paragraph 13 below.

6. Recipient agrees to submit the documentation to FCT that is required in this Agreement as soon as possible so that the Project Site acquisition costs may be reimbursed in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being terminated by FCT.

It is the responsibility of the Recipient and its representatives to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines. The Recipient shall provide a monthly status report to FCT of progress towards reimbursement of the acquisition project costs.

7. The FCT Florida Forever award granted to the Recipient will in no event exceed the lesser of Forty Percent (40.00%) of the final total eligible project costs, as defined in Rule 9K-7.002(29), F.A.C., or Two Million Dollars And No Cents ($2,000,000.00), unless the FCT approves a different amount, after determination of the Maximum Approved Purchase Price as provided in Rule 9K-8.007, F.A.C., and which shall be reflected in an addendum to this Agreement. The amount of the grant shall not exceed the Limitation of Award provided in Rule 9K-7.003(3), F.A.C., and as advertised in the Notice of Application.

8. The grant amount stated in paragraph 7 above is based on the Recipient's estimate of total project costs in its Application, as well as limits on awards in the notice of application period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual total project costs, defined in Rule 9K-7.002 (29), F.A.C., for acquisition of the Project Site. The total project costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-8.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Board has selected the Recipient's Application for funding to acquire the entire Project Site identified in its Application. The FCT reserves the right to withdraw or adjust the FCT award if the acreage that comprises the Project Site is reduced or the project design in changed so that the objectives of the acquisition cannot be achieved. Any request for modification of the boundary of the Project Site identified in the Recipient's Application may be considered by the FCT following the procedures for submission and review of boundary modification requests set forth in Rule 9K-7.010, F.A.C.

10. The FCT funds shall be delivered either in the form of eligible project costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. FCT award funds shall only be delivered after FCT approval of the Project Plan and terms of the acquisition of the Project Site. FCT will prepare a grant reconciliation statement prior to the reimbursement that will evidence the amount of local match, if any is required, provided by the Recipient. Funds expended by the FCT for eligible project costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The Recipient's local match, if any is required, shall be delivered either in the form of eligible project costs prepaid to vendors by the Recipient; purchase price paid to Seller; or eligible documented donation by Seller of land value. The funds expended by the Recipient for eligible project costs incurred by the Recipient will be recognized as part of the local match, if any is required, on the grant reconciliation statement prepared pursuant to paragraph 10 above.

In the event that preacquired land or donated land value is the source of local match, if any is required, the value attributed to the local match shall be determined after an appraisal report(s) that complies with the procedures and requirements set forth in Rule 9K-8.007, F.A.C. is reviewed and approved by FCT prior to FCT funds being delivered for the project.

12. The Recipient shall provide the required appraisal(s) for review by a date not to exceed 90 days after execution of this Agreement. FCT will review the appraisals and, upon approval, will determine the Maximum Approved Purchase Price as provided in Rule 9K-8.007(5) and (6), F.A.C., for FCT reimbursement.

13. Recipient hereby notifies the FCT that the following administrator, officer, or employee is the authorized key contact, or project manager, on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: _____

Title: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

All contact and correspondence from FCT to the Recipient will be through the key contact. The Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate authorized administrator, officer, or employee or named in paragraph III.4. below.

14. This Agreement may be amended at any time and must be set forth in a written instrument and agreed to by both the FCT and the Recipient. Such amendments shall become a part of this Agreement.

II. AUDIT REQUIREMENTS

Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section as follows:

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of $300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section I.7. above indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

a. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

c. The complete financial audit report, including all items specified in (d) below , shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
and
State of Florida Auditor General
Room 401 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General.

e. If the Recipient expends less than $300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

III. AFFIRMATIONS, ANNUAL STEWARDSHIP REPORT, AUTHORIZED EXECUTOR AND FEDERAL EMPLOYEE IDENTIFICATION NUMBER.

By execution of this Agreement, the Recipient affirms that:

1. the Recipient is ready, willing and able to provide the local match, if any is required;

2. the Recipient reaffirms the representations made in its Application;

3. the Recipient shall, on January 30 of each year after FCT reimbursement for project costs for the acquisition of the Project Site, prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013 , F.A.C.;

4. the Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including but not limited to the Grant Contract or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan, and Grant Award Agreement.

Name: _____

Title: _____

Address:_____

Phone: _____ **Fax:** _____

Email: _____

The Recipient must notify the FCT as to any change in the authorization of the administrator, officer or employee named in this paragraph to execute all documents on behalf of the Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate administrator, officer or employee.

5. the Recipient hereby notifies the FCT that the Recipient's Federal Employer Identification Number is _____.

IV. MANAGEMENT PLAN APPROVAL

1. Prior to approval of the Project Plan (described in Section V below), and final disbursement of award funds by FCT, the Recipient must prepare a Management Plan that complies with Rule Chapter 9K-7.011, F.A.C., and addresses the criteria and conditions set forth in Sections IV, VI, VII, VIII, and IX herein. Recipient is strongly urged to coordinate with the FCT staff in order to ensure that the FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the project and delivery of FCT funds.

2. The Management Plan, which is intended to explain how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement, shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the project site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of how the management will be coordinated with other agencies and public lands, if applicable.

i. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. A schedule for implementing the development and management activities of the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient(s) shall be required to provide the FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, the FCT may: require the Recipient to post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; require the Recipient to establish an endowment or other fund in an amount sufficient to ensure performance; require a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Nonprofit Environmental Organization Recipient is unable to, and may require

the Local Government to be a named co-signer on the Grant Award Agreement; or require such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

V. PROJECT PLAN APPROVAL

1. Prior to final disbursement of award funds by FCT, the Recipient must prepare a Project Plan that complies with Rule 9K-8.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT.

The Project Plan shall include, and shall not be considered by FCT unless it includes all of the following documents, to be reviewed and approved by FCT to ensure that the interest of the State of Florida will be protected:

a. The following closing documents associated with the parcel(s):

(1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between Recipient and _____ _____(Insert name[s] of Seller[s]).

(2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcels.

(3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.

(4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and dated within 90 days of the date of acquisition of the parcel(s) by Recipient.

(5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).

(6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within 45 days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

b. A letter from FCT indicating approval of the Management Plan written according to Rule Chapter 9K-7.011, F.A.C., and as described in Section IV above.

c. A statement of the total Project Cost as defined in Rule Chapter 9K-7.002(29), F.A.C.

d. A statement of the amount of the award being requested from the FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. Additional documentation as may be requested by FCT to provide Reasonable Assurance as set forth in Section IV.4. above.

2. The FCT strongly encourages the Recipient to request a courtesy review of its Project Plan prior to submission of the Project Plan for approval and release of funds. FCT will recommend approval of complete and accurate Project Plans or disapproval of incomplete or insufficient project plans.

3. Reimbursement for project costs may be made only after FCT approval of the Project Plan.

VI. REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.

RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

2. Title to the Project Site shall be titled in the Recipient.

3. Each parcel to which the Recipient acquires title in the Project Site shall be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.051 and 380.510, F.S.; Section 11(e), Article VII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund or another local government or non-profit organization upon failure to use the Project Site conveyed thereby for such purposes.

4. A Grant Award Agreement containing such covenants and restrictions as referenced in paragraph 3 above and describing the real property subject to the Agreement shall be executed by the FCT and Recipient at the time of the reimbursement for the Project Site and shall be recorded in the county in which the Project Site is located. The Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the Grant Award Agreement are contained in this Agreement, with the exception of statements that do not survive the reimbursement for costs for the acquisition of the Project Site.

5. If any essential term or condition of the Grant Award Agreement is violated, and the Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

6. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

7. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title and to manage the Project Site.

VII. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the reimbursement for costs of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement for costs for the acquisition of the Project Site.

2. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

3. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by the FCT as a part of the Project Plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities", may be disallowed on the Project Site, as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to any person or organization;

b. the operation of any concession on the Project Site by any person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract of the Project Site with any person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the "disallowable activities", the Recipient shall provide to FCT at least 60 calendar days advance written notice of any such transactions, events, and circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest for FCT approval.

4. In the event that FCT determines at any time that the Recipient is engaging or allowing others to engage in disallowable activities on the Project Site, the Recipient agrees to immediately cease or cause the cessation of the disallowable activity upon receipt of written notice from the FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against Recipient for any disallowable activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The Management Plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities, including a picnic pavilion and nature trails, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and Seminole County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

5. The natural community that occurs on the Project Site shall be appropriately managed to ensure the long-term viability of this community.

6. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including gopher tortoises. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

7. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

8. A comprehensive landscaping plan will be developed for the Project Site. The landscaping plan will make significant use of native plants. Degraded wetland communities on the Project Site shall be restored the in terms of biological composition and ecological function.

9. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

10. An assessment of existing structures on the Project Site shall be conducted to determine which structures will be demolished or renovated. Structures over fifty years old shall be assessed in conjunction with the Division of Historical Resources.

11. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

12. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

13. Pedestrian and bicycle access shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed to provide an alternative to automobile transportation to the Project Site.

14. The Project Site shall be managed as part of the Cross Seminole Trail and the Florida National Scenic Trail. Proposed improvements will include trailhead facilities and a trail system that connects the Project Site with other parks and promotes alternative modes of transportation.

15. Site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

16. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit "A", if required, embodies the entire agreement between the parties.

THE FLORIDA COMMUNITIES TRUST'S OBLIGATION TO PROVIDE FUNDS UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

SEMINOLE COUNTY

By:_____
Print Name:_____
Title:_____
Date:_____

Approved as to Form and Legality:
By:_____
Print Name:_____

FLORIDA COMMUNITIES TRUST

By:_____
Janice Browning
Executive Director
Date:_____

Approved as to Form and Legality:
By:_____
Trust Counsel